

"EXHIBIT NO. 1"

This Agreement of Sale, made this 10th day of August, 1955, by and between Edward J. Smith, surviving trustee in No. 12392 Equity, in the Circuit Court for Frederick County, hereinafter called Vendor, and Charles M. Rippeon and Emma J. Rippeon, his wife, hereinafter called Vendees:

Witnesseth: That Vendor does hereby agree to sell to Vendees and said Vendees do hereby agree to purchase from Vendor, subject however to the approval of said sale by the Circuit Court for Frederick County in Equity, all that unimproved lot or parcel of land situated in Linganore District, in Frederick County, Maryland, containing $1\frac{1}{4}$ acres and 13 square perches of land, and being the tenth parcel of real estate which was conveyed to Charles Lawrence, Eugene Lawrence, and Ernest A. Lawrence, as joint tenants by C. A. Lawrence Downey, unmarried, by deed dated April 14, 1919, and recorded in Liber 328, folio 155, one of the Land Records of Frederick County, the title to which upon the deaths of the said Charles and Eugene Lawrence, both of whom died many years ago, became vested in the survivor, the said Ernest A. Lawrence, who died December 27, 1930, leaving a last will and testament which was duly admitted to probate by the Orphans Court for Frederick County, in which he created several trust estates now being administered in No. 12392 Equity in the Circuit Court for Frederick County, by Vendor as surviving trustee.

That the real estate hereby agreed to be conveyed is a part of a tract called "Resurvey on Three Brothers' Lot" conveyed by Rachel J. Black and William H. Black, her husband, to the said Charles Lawrence, Eugene Lawrence and Ernest A. Lawrence, Joint Tenants, by deed dated October 11, 1910, and recorded in Liber n.w.B. No. 294, folio 349, one of said Land Records, and by them conveyed to the said C. A. Lawrence Downey, and being the same real estate which was conveyed by Andrew Powel to Rachel Black by deed dated March 22, 1906, and recorded in Liber S.T.N. No. 274, folio 177, one of said Land Records, and being the same real estate which was conveyed by James M. Stevens to Andrew Powel by deed dated April 1, 1887, and recorded in Liber W.I.P. No. 4, folio 166, one of said Land Records, in which said deed said real estate is described by metes and bounds, courses and distances as containing $1\frac{1}{4}$ acres and 13 square perches of land.

Excepting, however, therefrom all of that parcel thereof which was conveyed by Vendor to the Frederick County Roads Board by deed dated September 13, 1952, as shown on its Plat No. 133 and Right-of-Way deed and Agreement on Lawrence's Mill Road Contract FC-218, on file in the office of said Roads Board, consisting of a part of said lot approximately ten feet in width along the north side of said lot, conveyed for the purpose of widening said County Road.

Vendees hereby agree to pay to Vendor Two Hundred Dollars for said real estate and in addition thereto to adjust taxes and any other public charges against said land, if any, to date of settlement and to pay all costs and expenses necessary to transfer the title to said property, including the expense of having said land appraised and the cost of preparing and filing all necessary papers to transfer the title to said land.

Vendees further agree for themselves and their successors in title to erect and maintain a substantial fence around the land hereby conveyed to prevent any live stock owned by Vendor or his lessees or successors in title from having access to the property hereby agreed to be conveyed.